

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utopia Global, Inc.		01/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TPEG Utopia Investors, LLC		
Street Address:	500 N. Akard Street		
Internal Address:	3800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4252635	EDLM	
Registration Number:	3186645	UTOPIA GLOBAL OUTSOURCING SOLUTIONS	
Registration Number:	2390985		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2148557507		
Email:	jray@munsch.com		
Correspondent Name:	James R. Ray, III		
Address Line 1:	500 N. Akard Street		
Address Line 2:	3800		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	14392.4		
NAME OF SUBMITTER:	James Robert Ray III		
SIGNATURE:	/james ray/		
DATE SIGNED:	04/10/2015		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this Trademark Security Agreement) is made this ~~26th~~ day of January, 2015, by and between **UTOPIA GLOBAL, INC.**, a Delaware corporation (herein called the "Debtor") in favor of **TPEG UTOPIA INVESTORS, LLC**, a Texas limited liability company, acting in its capacity as Instructing Agent for and on behalf of itself and each of the other Lenders ("Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Debtor, Utopia Investment Holdings, Inc. ("Holdings"), and Secured Party, the Debtor is required to execute and deliver to Secured Party, for the benefit of the Lenders, this recordable Trademark Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained in the Security Agreement and related Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Secured Party, as Instructing Agent for the Lenders, a continuing security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Debtor's Trademarks and Intellectual Property Licenses pertaining to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License of a Trademark; and

(d) all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. REPRESENTATIONS AND WARRANTIES. In addition to all of the other representations and warranties set forth in the Security Agreement which relate to Trademarks and Intellectual Property Licenses pertaining to Trademarks, Debtor represents and warrants that (a) the information included in Schedule 1 hereto is true, correct, and complete in all respects as of the date hereof, and (b) with respect to any amendments, supplements or replacements of Schedule 1 delivered by Debtor after the date hereof or information supplied to Secured Party for purposes of Section 6 hereto, such amendments, supplements, replacements and information shall be true, correct, and complete in all respects on the date or dates submitted to Secured Party.

4. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter, subject to the terms and conditions of the Security Agreement. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Debtor or Holdings to Secured Party or both of them to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Debtor or Holdings.

5. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and in confirmation of the security interests granted to Secured Party, as Instructing Agent for the Lenders, in the Trademark Collateral and all other Collateral pursuant to the Security Agreement. Debtor confirms and acknowledges that the scope of the Collateral securing the Secured Obligations is broader than the Trademark Collateral and that nothing herein is intended to limit or narrow the scope of the Collateral set forth in the Security Agreement. Debtor also hereby acknowledges and affirms the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby and all other Collateral as more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. AUTHORIZATION TO SUPPLEMENT. Debtor shall give Secured Party prompt notice in writing of any additional United States trademark registrations or applications therefor after the date hereof. Debtor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I, or any other Collateral.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any of the other Loan Documents in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission, pdf format, or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any of the other Loan Documents clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any of the other Loan Documents refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured

Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations or other obligations which survive termination of the Security Agreement. Any reference herein to any entity shall be construed to include such entity's successors and assigns, subject to restrictions on assignment as set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

UTOPIA GLOBAL, INC., a Delaware corporation

By: Mohan Kharbanda

Name: Mohan Kharbanda

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

TPEG UTOPIA INVESTORS, LLC., as
Instructing Agent for the Lenders

By: _____

Name: _____

Title: _____

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UTOPIA GLOBAL, INC., a Delaware corporation

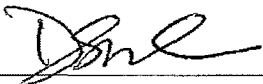
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

TPEG UTOPIA INVESTORS, LLC., as
Instructing Agent for the Lenders

By:  _____

Name: Dan S. Meader

Title: Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark Owner	Country	Registered Trademark	Application/Registration No.	Trademark Registration Date
Utopia Global, Inc.	United States of America	EDLM®	4252635	December 4, 2012

Trademarks Not Currently In Use

Trademark Owner	Country	Mark	Application/Registration No.	Trademark Registration Date
Utopia Global, Inc.	United States of America	Utopia Global Outsourcing Solutions®	3186645	December 19, 2006
Utopia Global, Inc.	United States of America	Your Business is Ready for Success but is Your Data? ®	3290985	September 11, 2007

Trademark Licenses

None